

# REQUEST FOR PROPOSAL



## Quil Ceda Village

### PRODUCTION PRINTER COPIER

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## 2 OVERVIEW

Tulalip Data Services, on behalf of the Quil Ceda Village, wishes to procure a high quality production capable color printer copier. This new device will replace the B/W copier used by the organization. The major goal of this project is to acquire a production quality printing and copying device to replace the aging device and to increase the printing capabilities of Tulalip Data Services.

The purpose of this request for proposal (RFP) is to solicit proposals from qualified vendors for the purchase of a production printer copier. The submitted proposals will be evaluated on adherence to the specifications and price. The specifications and detailed scope of work is detailed below.

### Timetable

- Proposal Document available at 9:00 AM, October 23, 2008
- Submit proposal to TDS by 3:00 PM November 21st, 2008
- Awarding of contract by December 5<sup>th</sup>, 2008

Proposal documents can be pickup in person at the Tulalip Data Service Office located at the address in Section 4.1 below or on the web at <http://www.tulaliptribes-nsn.gov/Home/Government/Departments/TulalipDataServices/PastRFP.aspx>

## 3 SCOPE OF WORK

The chosen vendor will be responsible for onsite delivery and installation of equipment as specified in this document and annual maintenance contract for the production printer copier. In addition the vendor will be responsible for training users on the operation and maintenance of all of the procured equipment. The requirements for the products and services requested in this request for proposal appear in Sections 5 and 6 below.

## 4 QUALIFICATIONS & AWARD

### 4.1 PROPOSAL DEADLINE

Proposals MUST be received by 3:00 p.m. on Friday, November 21<sup>st</sup> 2008. Proposals received after this time will be rejected without consideration. Please mail or deliver proposals to:

TULALIP DATA SERVICES  
ATTN: Jacob Setterberg / Production Printer Proposal  
8732 27TH AVENUE NE  
Tulalip, WA 98271-9111

PLEASE LABEL ON OUTSIDE OF ENVELOPE: OFFICIAL PROPOSAL DO NOT OPEN

Proposal can also be dropped off in person at the above address until the date and time listed above. All proposals should be in a sealed envelope with all required items.

TDS and The Tulalip Tribes are not responsible for lost or misdirected proposals delivered through the US mail or any other commercial carrier. As such, postmarked envelopes and packages are not sufficient to meet this deadline and late packages will be rejected. It is recommended that if you plan on mailing your proposal packages that they be mailed by a traceable means such as Express Mail with ample time for late or misdirected packages.

Fax and emailed bids are **not** acceptable to the requirements of this request for proposal.

#### 4.2 ACCEPTABLE PROPOSAL PACKAGE:

For a proposal to be accepted as being “complete” it MUST include:

- Itemized listing of all items with manufacturer, part number, quantity, unit and extended prices, including labor and delivery charges.
- Completed Specifications Check List (see Section 6)
- Proposal amount.
- Proposed work Schedule and number of expected staff.
- Statement of qualifications. To include:
  - Previous contract history.
  - References (focused on those that qualify the respondent for the project)
- Any changes or modifications of proposed contracting terms and conditions

#### 4.3 AMENDMENTS

Amendment to this proposal will appear in the RFP section of the Tulalip Data Services website located at: <http://www.tulaliptribes-nsn.gov/Home/Government/Departments/TulalipDataServices/CurrentRFP.aspx>

#### 4.4 QUESTIONS AND COMMUNICATIONS

All questions and/or communications in reference to this solicitation must be in writing. Vendors are encouraged to FAX questions to the project contact at (360) 716-0119. If mailed, the address is as follows:

TULALIP DATA SERVICES  
ATTN: Jacob Setterberg / Production Printer Proposal  
8732 27TH AVENUE NE  
Tulalip, WA 98271-9111

In either case, please reference the Request for Proposal by name Production Printer Proposal. Emailed questions will not be accepted.

Note: answers to question faxed or mailed will appear on the website referenced in Section 4.3 above. Answers to questions will be posted on October 31<sup>st</sup>, November 7<sup>th</sup> and November 14<sup>th</sup> by 12:00 PM (Pacific)

#### 4.5 CONTRACT

A sample Contract has been included as part of this RFP, as Appendix A. To be responsive, Contractor must be willing to enter into a Contract substantially the same as the Contract in Appendix A. Any specific areas of dispute with the attached terms and conditions must be identified in the Bid Package and may, at the sole discretion of TDS, be grounds for disqualification from further consideration in the award of the Contract.

Under no circumstances is a Contractor to submit their own standard contract terms and conditions as a response to this solicitation. Instead, Vendor must review and identify the language in Appendix A that Contractor finds problematic, state the issue, and propose the language or contract modification Contractor is requesting. All of the Contractor's exceptions to the contract terms and conditions in Appendix A must be submitted within the BID Package.

The above statement should not be interpreted to prohibit the Contractor from proposing changes to the contract terms or proposing additional contract terms and conditions during negotiation of the final Contract.

## 4.6 EVALUATION AND AWARD

This contract will be awarded based on price, adherence to the requirements, and support services offered

## 4.7 SPECIAL NOTES

### 4.7.1 SALES TAXES:

The Tulalip Tribes is able to purchase goods and services without paying Washington State sales Tax. As such, taxes should not be added to your bid. Tax-exempt information will be provided to the successful vendor.

### 4.7.2 WITHDRAWALS:

No proposal may withdraw or modified after the hour set for the submission of proposal or before the awarding of contract unless said award is delayed beyond a period of ninety (90) days.

# 5 REQUIREMENTS

This section outlines the requirements of the proposal. The items that appear here shall be considered required elements or responses to the proposal. Proposals not adhering to the requirements of this section may be considered non responsive and at the discretion of the evaluation committee be rejected as non responsive.

## 5.1 EQUIPMENT

The vendor's proposal shall include the itemized pricing for the delivery, installation, and setup of the desired equipment. Each piece of equipment shall be itemized and:

### 5.1.1 PRODUCTION DIGITAL PRINTER COPIER

### 5.1.2 PRINT COLOR MANAGEMENT SERVER

### *5.1.3 PAPER JOGGER*

### *5.1.4 HYDRAULIC PAPER CUTTER*

Section 6 Specification Check List outlines the detailed technical specifications of equipment. The proposed equipment shall meet or exceed the minimum specifications of the section. Additionally all proposal must include the completed check list of section 6.

## **5.2 TRAINING**

The vendor shall provide training on all pieces of equipment included in this document. The vendor agrees to provide two (2) training sessions on each piece of equipment. Each training session shall include basic operations and maintenance procedures for the equipment.

## **5.3 MAINTENANCE AGREEMENTS**

Vendors shall also propose cost of maintenance agreements for Production Digital Printer Copier. The proposed agreement shall include cost per image/click price for parts, labor and supply items (including toner) for one year of agreement based on 10,000 pages color and 5,000 pages black and white per month or 15,000 pages.

Maintenance agreement shall include cost per image pricing and unit of measure. It is important to indicate if the cost per is based on a 8.5 x 11 or smaller image or is not dependent on page size (for example the cost of 8.5 x 11 image is the same as 11 x 17 image).

## **5.4 WARRANTIES**

The proposed equipment shall include manufacture warranty; no other warranty consideration is requested.

## **5.5 OTHER REQUIREMENTS**

### *5.5.1 PRODUCT LITERATURE*

For each piece of equipment proposed please include relevant product literature that highlights the technical specifications as specified in Section 6 below.

### *5.5.2 ENVIRONMENTAL CONSIDERATIONS*

The equipment requested will be housed on the second floor in an open office environment. If there are any special environmental considerations please note them in your proposal. Some special considerations may include noise heat and/or power.

### *5.5.3 EQUIPMENT CONDITION*

The equipment proposed in this proposal shall be new. No refurbished, used, or grey market equipment should be proposed.

### *5.5.4 AUTHORIZED RESELLER*

Where applicable, the vendor must be an authorized reseller of hardware/software.

## 6 SPECIFICATIONS CHECK LIST

The following are required technical specifications of equipment; the vendor shall include this completed document as part of the proposal.

### 6.1 PRODUCTION DIGITAL PRINTER COPIER

|        | Specification/Requirement  | Yes Agree | No Disagree | Exceptions or Comments |  |
|--------|--|-----------|-------------|------------------------|--|
| 6.1.1  | Speed (20 lb. plain paper): <ul style="list-style-type: none"> <li>• Color -- greater than or equal to 60 ppm</li> <li>• Black-and-white greater than or equal to 70 ppm</li> </ul>  |           |             |                        |  |
| 6.1.2  | Paper Size: <ul style="list-style-type: none"> <li>• Up to 13" x 19"</li> </ul>  |           |             |                        |  |
| 6.1.3  | Minimum 512 MB RAM   |           |             |                        |  |
| 6.1.4  | Minimum 80 GB Hard Drive   |           |             |                        |  |
| 6.1.5  | Resolution 2400 x 2400 dpi (copy and print)  |           |             |                        |  |
| 6.1.6  | Network Connectivity <ul style="list-style-type: none"> <li>• Ethernet 10/100/1000 Base T Autosensing</li> </ul>   |           |             |                        |  |
| 6.1.7  | Printer Driver Support for: <ul style="list-style-type: none"> <li>• Windows XP</li> <li>• Windows Server 2003</li> <li>• Windows Vista</li> <li>• MAC OS 10.2.3 and later</li> </ul>  |           |             |                        |  |
| 6.1.8  | WHQL Certified Drivers for all Windows Driver  |           |             |                        |  |
| 6.1.9  | Standard Feeder Trays: <ul style="list-style-type: none"> <li>• Quantity: 4</li> <li>• Total Capacity: at least 3000 sheets</li> <li>• Sizes: 8.5" X 11", 8.5 X 14" and 11" x 17"</li> <li>• Weight: up to 80 lb. cover</li> </ul> |           |             |                        |  |
| 6.1.10 | Bypass Feeder <ul style="list-style-type: none"> <li>• Capacity: 250 sheets</li> <li>• Size: 13" X 19"</li> <li>• Weights: 110 lb. cover stock</li> </ul>  |           |             |                        |  |

|        |   |  |  |  |  |
|--------|---|--|--|--|--|
| 6.1.11 | Oversized High Capacity Feeder Tray: <ul style="list-style-type: none"> <li>Capacity: up to 2000 sheets</li> <li>Size: up to 13" X 19"</li> <li>Weights: up to 110 lb. cover stock</li> </ul>   |  |  |  |  |
| 6.1.12 | Offset Catch Tray (indicate capacity)   |  |  |  |  |
| 6.1.13 | Stapling Capacity 50 sheets of 20 lb. paper   |  |  |  |  |
| 6.1.14 | 100 page capacity DSPF  |  |  |  |  |
| 6.1.15 | Paper Support <ul style="list-style-type: none"> <li>Plain Paper</li> <li>Enhanced Gloss (up to 176 g/m2)</li> <li>Heavyweight (up to 300 g/m2)</li> <li>Transparency</li> </ul>  |  |  |  |  |
| 6.1.16 | Scan / Fax Capabilities <ul style="list-style-type: none"> <li>Faxing</li> <li>Network faxing</li> <li>Full network scanning</li> <li>Color scanning</li> <li>Scan to desktop</li> <li>Scan to folder</li> <li>Scan to email</li> </ul> |  |  |  |  |
| 6.1.17 | Scan Resolution: <ul style="list-style-type: none"> <li>200 x 200 dpi</li> <li>300 x 300 dpi</li> <li>400 x 400 dpi</li> <li>600 x 600 dpi</li> </ul>   |  |  |  |  |
| 6.1.18 | TWAIN Compliant Drivers   |  |  |  |  |
| 6.1.19 | OCR Capability and related software (indicate name and version)   |  |  |  |  |
| 6.1.20 | Duty Cycle up to 300,000 pages per month  |  |  |  |  |
| 6.1.21 | Copier Features: <ul style="list-style-type: none"> <li>Reduction/Enlargement 25% to 400%</li> <li>Mixed Size Originals</li> <li>Book Copying/two-sided book copying</li> <li>Image Rotation</li> </ul>                                 |  |  |  |  |



|        |  |  |  |  |  |
|--------|--|--|--|--|--|
|        | <ul style="list-style-type: none"> <li>• Job Build</li> </ul>  |  |  |  |  |
| 6.1.22 | Finishing: <ul style="list-style-type: none"> <li>• Hole punching: 2 hole and 3 hole</li> <li>• Multi-position stapling</li> <li>• Bi-fold</li> <li>• Tri-fold</li> <li>• Z-Fold</li> <li>• Saddle-stitch booklet maker</li> <li>• Interposer</li> <li>• 1500 sheet stacker</li> </ul> |  |  |  |  |
| 6.1.23 | First Page out less than 12 seconds color and 5 seconds black-and-white  |  |  |  |  |

## 6.2 PRINT COLOR MANAGEMENT SERVER

|       | Specification/Requirement  | Yes<br>Agree | No<br>Disagree | Exceptions or Comments |  |
|-------|--|--------------|----------------|------------------------|--|
| 6.2.1 | Windows Edition and EFI Command WorkStation, or equivalent   |              |                |                        |  |
| 6.2.2 | Version: Fiery System 8 Release 2, or equivalent   |              |                |                        |  |
| 6.2.3 | Fiery Graphic Arts Package, or equivalent  |              |                |                        |  |
| 6.2.4 | Hardware, or equivalent <ul style="list-style-type: none"> <li>• Intel Core2 Duo E6400</li> <li>• 2 MB L2 Cache</li> <li>• 2.13 GHz Clock Speed</li> <li>• 1 GB DDR SDRAM</li> <li>• 1,066 MHz Front Side Bus</li> <li>• 160 GB Hard Disk</li> <li>• DVD/CD-RW</li> <li>• Stand</li> <li>• 19-in. LCD flat-panel display</li> <li>• USB keyboard</li> <li>• Mouse</li> </ul> |              |                |                        |  |
| 6.2.5 | EFI Color Profiler Suite, or equivalent  |              |                |                        |  |
| 6.2.6 | Support for: <ul style="list-style-type: none"> <li>• Windows XP</li> <li>• Windows Server 2003</li> <li>• Windows Vista</li> <li>• MAC OS 10.2.3 and later</li> </ul>   |              |                |                        |  |
| 6.2.7 | Networking / Connectivity <ul style="list-style-type: none"> <li>• AppleTalk</li> <li>• TCP/IP</li> <li>• LDAP Support (Exchange; Email address access and authentication; User password validation)</li> <li>• Certificate Management <ul style="list-style-type: none"> <li>○ SSL/TLS</li> <li>○ X509</li> </ul> </li> </ul>   |              |                |                        |  |

|  |   |  |  |  |  |
|--|---|--|--|--|--|
|  | Standard  |  |  |  |  |
|  | <ul style="list-style-type: none"><li>• IP Sec Support</li><li>• IPv6 Support</li></ul> |  |  |  |  |

### 6.3 PAPER JOGGER

|       | Specification/Requirement  | Yes<br>Agree | No<br>Disagree | Exceptions or Comments |  |
|-------|--|--------------|----------------|------------------------|--|
| 6.3.1 | Capacity: <ul style="list-style-type: none"> <li>Approximately 500 sheets 20 lb. paper</li> <li>Size: 17" x 22"</li> </ul>       |              |                |                        |  |
| 6.3.2 | Table Size: <ul style="list-style-type: none"> <li>Minimum 17" x 22"</li> </ul>  |              |                |                        |  |
| 6.3.3 | Heavy Duty Design  |              |                |                        |  |
| 6.3.4 | Power: <ul style="list-style-type: none"> <li>120 V</li> <li>60 Hz</li> </ul> * Indicate rated amps and any circuit requirements |              |                |                        |  |

## 6.4 HYDRAULIC PAPER CUTTER

|       | Specification/Requirement   | Yes<br>Agree | No<br>Disagree | Exceptions or Comments |  |
|-------|---|--------------|----------------|------------------------|--|
| 6.4.1 | Heavy Duty Design <ul style="list-style-type: none"> <li>Adjustable hydraulic clamping pressure</li> <li>Two-hand operation</li> <li>Adjustable Blade Depth</li> <li>Foot pedal activated for pre-pressing and cutline</li> <li>Optical Cutting line indicator</li> </ul> |              |                |                        |  |
| 6.4.2 | Safety Features: <ul style="list-style-type: none"> <li>Two-hand operation</li> <li>Automatic blade and clamp return from any position</li> <li>Lockable main switch</li> </ul>   |              |                |                        |  |
| 6.4.3 | Capacity: <ul style="list-style-type: none"> <li>Approximately 750 sheets</li> <li>3" minimum</li> </ul>  |              |                |                        |  |
| 6.4.4 | Cutting: <ul style="list-style-type: none"> <li>Width: 22.5"</li> <li>Narrow Cut 1.25"</li> </ul>   |              |                |                        |  |
| 6.4.5 | Power: <ul style="list-style-type: none"> <li>120 V</li> <li>60 Hz</li> </ul> * Indicate amp and any circuit requirements   |              |                |                        |  |

## 7 APPENDIX A – CONTRACT

### CONTRACT

THIS AGREEMENT is effective \_\_\_\_\_, 200\_, by and between the Tulalip Tribes, hereinafter “Tribes”, 6700 Totem Beach Rd., Tulalip, WA 98271 and \_\_\_\_\_, hereinafter “Contractor”, located at.

1. EFFECTIVE DATE: This contract shall be effective once executed by all parties to this contract.
2. TERM: The term of this contract shall expire on \_\_\_\_\_. This contract term may only be extended by mutual written agreement of both parties.
3. SCOPE OF WORK: The scope of work under this Contract for Contractor shall be, at the direction of the Contract Officer, as follows:

The scope of work for services is more fully set forth in Exhibit A, which is incorporated as a part of this contract.

4. CONTRACT OFFICER: The Contract Officer for the Tribes shall be \_\_\_\_\_. The Contract Officer shall be responsible for directing the work of Contractor on behalf of the Tribes. The Contract Officer shall authorize all work by Contractor under this Contract. No payment for services or expenses shall be made to Contractor without authorization by the Contract Officer.

The Contract Officer may designate staff representatives to confer with Contractor relative to Contractor's services under the terms of this contract. The work in progress will be reviewed from time to time by Tribes at the discretion of Tribes or on the request of Contractor.

5. FEES AND PAYMENT: Payment for the Contractor services shall be made according to the rates and schedules set forth in Exhibit B. Total payment for fees and expenses shall not exceed \$\_\_\_\_\_. Such payment will be considered full compensation for all personnel, materials, supplies, and equipment used in carrying out the work.

Payment is subject to Contractor submitting invoices documenting all hours expended under this contract by Contractor and Contractor's personnel. Reimbursable expenses shall be subject to approval by Contracting Officer. Contractor shall provide documentation and receipts for all claimed expenses.

Payment to Contractor shall be due not later than 30 (thirty) days after invoicing. Acceptance of final payment by Contractor constitutes a waiver of all claims by Contractor. Contractor fees will be payable on monthly statements. Such statements must give a detail of time worked by each class of employee and the expenses incurred for which billing is made.

6. SCHEDULE OF WORK: On approval of this agreement, the Contracting Officer will issue a notice to proceed with the work. Contractor must utilize their best efforts in the prosecution of the work pursuant to the Scope of Work. Work shall be completed according to the schedule of work set

forth in Exhibit C. Such schedule is subject to changes pursuant to Notice from the Contract Officer to the Contractor, or as mutually agreed by the parties.

7. WORK CHANGES: The Contracting Officer may order changes in scope or character of the work, either decreasing or increasing the amount of Contractor's services. In the event that such changes are ordered, Contractor will be entitled to full compensation for all work performed prior to receipt of notice of change. Increased compensation for changes must be authorized in writing by the Tribes.

In the event Contractor is delayed in the performance of their services by circumstances beyond the Contractor's control, the Contractor will be granted a reasonable adjustment in the schedule for work as described in Exhibit C. All claims for adjustments in the schedule of completion must be submitted to Tribes by Contractor within 3 days of the time of occurrence of the circumstances necessitating the adjustment.

Contractor should not undertake any work beyond the scope of this agreement unless such additional work is approved in advance and in writing by Tribes.

8. STANDARD OF CARE. Contractor shall perform its services in accordance with generally accepted standards presently maintained by other professionals engaged in the same type of work in Washington.

9. COMPLETION/TERMINATION. This Agreement shall remain in force until completion and acceptance of the services or until terminated hereunder. The Tribes may terminate this Agreement for any reason by providing at least thirty (30) days prior written notice to the other party, provided that either party may terminate this Agreement with seven (7) days' prior written notice if the other party fails substantially to perform its obligations under this Agreement. In the event of termination, Contractor shall be paid in accordance with the compensation terms of this Agreement for services provided in accordance with the scope of services up to the date of termination.

Upon termination, Contractor shall promptly deliver to Tribes all materials, documents, data or work product produced by or in the possession of Contractor that relate to work performed under this Contract. All work performed by Contractor under this Contract shall be the property of the Tribes. The Contractor shall be permitted to retain copies, including reproducible copies of drawings and specifications for information, reference, and use in connection with the Contractor's endeavors. The Contractor shall not be responsible for any use of the said documents, drawings, specifications or other materials by the Tribes on any project other than the project specified in this Agreement.

10. INSURANCE. Contractor will maintain the following levels of insurance during the term of this Agreement. The Tribes will be named as an additional insured on the Commercial General Liability and Automobile Liability insurance policies.

a. Worker's Compensation (and Employer's Liability Insurance)--as required by applicable state statute.

b. Commercial General Liability--\$1,000,000 per occurrence for bodily injury, including death and property damage, and \$2,000,000 in the aggregate.

c. Automobile Liability--minimum of \$1,000,000 combined single limit for bodily injury and property damage.

d. Professional Liability (E&O) --\$1,000,000 each claim and in the aggregate.

11. INDEMNIFICATION/HOLD HARMLESS. The Contractor agrees to indemnify and hold harmless the Tulalip Tribes, its respective officers, employees, agents, and representatives from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the Contractor's acts, errors, or omissions in services provided pursuant to this Agreement. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of the Tribes and Contractor, they shall be borne by each party in proportion to its negligence.

12. RECORD KEEPING: Contractor agrees to maintain for inspection by Tribes for three (3) years after final payment for all books, records, documents and other evidence pertaining to the costs and expenses of this contract.

13. WORK PRODUCT: Any and all work product, reports, data, findings, maps under this contract shall become the property of and remain under the sole proprietorship of Tribes. Contractor assigns all copyright in such materials to the Tulalip Tribes. Contractor will not release or disclose any information obtained as a result of performing work under this contract, either orally or in writing, unless expressly approved in writing by the Tribes.

14. SUCCESSOR BOUND: Tribes and Contractor each binds themselves and their partners, agents, assigns, successors and legal representatives of such other party to this contract and to the partners, successors, and legal representatives of such other party with respect to all terms and conditions of this contract, subject to appropriate federal law and regulations.

15. NON-ASSIGNABILITY: This is a personal services contract and the obligations of either party may not be assigned or otherwise transferred in whole or in part.

16. INDEPENDENT CONTRACTOR: Contractor is an independent contractor and not an employee of the Tribes. Contractor is and shall be responsible for and hold Tribes harmless from payment of all applicable taxes, fees or other payments required to be paid to any government by Contractor as a result of payments by Tribes to Contractor under this contract.

17. INTEGRATION: This agreement document represents the entire and complete agreement of the parties and supercedes all negotiations and representations, either written or oral. This contract may be amended or modified only in writing as agreed to by both parties.

18. COMPLIANCE WITH APPLICABLE LAWS: Contractor shall abide by all applicable laws and regulations in his performance of work by obtaining all required applicable licenses, permits or other governmental authorizations necessary for said performance.



19. INDIAN / TRIBAL PREFERENCE: Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, age, sex, national origin or handicap, with regard to employment. For work performed under this contract, Contractor shall comply with applicable provisions of the Tribal Employment Rights Ordinance, #60.

20. NOTICE OF LEGAL PROCEEDINGS: Contractor shall promptly notify Tribes of any litigation arising from or affecting its operations under this contract, including any bankruptcy or insolvency proceedings of Contractor or of its assignees or subcontractors. Contractor shall not assign his rights under this contract without first obtaining Tribes' written approval.

21. LIMITATION ON LIABILITY: Contractor hereby acknowledges and agrees that it shall not be entitled to payment for services or otherwise including damages in excess of the fee amount specified in this contract.

22. BREACH; REMEDIES: Tribes may immediately suspend work under this contract upon delivery to Contractor of a written notice of breach. Suspension shall continue until Tribes' authorized representative certifies in writing that the breach is remedied. If in the sole opinion of the Contracting Officer, Contractor remains in breach after seven (7) days from the notice of suspension, Tribes may terminate this contract without further notice. Any failure by Tribes to suspend or terminate this contract in case of breach shall not waive Contractor' duty to perform. Failure by Contractor to perform on his part any duty, term or condition, herein shall constitute a breach. Failure of Tribes to assert any claim or right at any time under this contract shall not waive its right to assert any claim or right at a later time.

23. NOTICE: All notices required by this contract shall be in writing and shall not be effective unless delivered personally or via U.S. mail, to the individuals identified as follows:\_\_\_\_\_

\_\_\_\_\_

24. APPLICABLE LAW: The parties agree that the laws of the Tribes shall apply to the interpretation and enforcement of this contract. Nothing in this contract constitutes or shall be construed as a waiver of sovereign immunity of the Tribes, its subordinate entities officers, directors or employees.

\_\_\_\_\_ DATE \_\_\_\_\_

Contractor

\_\_\_\_\_ DATE \_\_\_\_\_

Tulalip Tribes